

MEMORANDUM OF UNDERSTANDING FOR ACADEMIC COOPERATION

Between

**The Board of Regents of the University System of Georgia by and on behalf of the
University of North Georgia**

And

University of Kragujevac – Faculty of Education

The Board of Regents of the University System of Georgia, by and on behalf of the University of North Georgia (“UNG”), located in the United States of America, and University of Kragujevac – Faculty of Education (“FE”), located in Serbia (each a “Party” and collectively, the “Parties”), agree to promote a cooperative relationship between the two institutions to facilitate their mutual objectives in research and education, and enter into this Memorandum of Understanding for Academic Cooperation (“MOU”) on this day of month, year (the “Effective Date”). The Parties hereby agree as follows:

WITNESSETH

WHEREAS, UNG is a regional multi-campus institution and premier senior military college, that provides a culture of academic excellence in a student-focused environment that includes quality education, service, inquiry and creativity; and

WHEREAS UNG is a unit of the University System of Georgia, an instrumentality of the State of Georgia and governed by the Board of Regents, and enters agreements using the legal name of “Board of Regents of the University System of Georgia by and on behalf of University of North Georgia”;

WHEREAS, FE is a distinguished faculty within a state university, committed to fostering a culture of academic excellence through a student-centered approach that encompasses quality education, research, and innovation; and

WHEREAS, FE operates as a public institution, governed by state regulations, and engages in international cooperation to enhance educational services and opportunities for its students, promoting a dynamic and supportive learning environment;

WHEREAS, the Parties, wish to enter into a mutually advantageous arrangement;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, both the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) The Parties shall explore opportunities for collaboration, which may include, but are not limited to: (a) the creation of faculty, staff, and student exchange and study abroad programs, (b) the sharing of academic materials and other relevant information, (c) exchange of scholarly works for publication or presentation, and (d) the development of joint research projects or seminars and conferences.
- 2) Prior to initiating any joint program or project, the Parties shall enter into a separate written agreement setting forth the specific details of the proposed program or project. Each such agreement, prior to becoming effective, shall be vetted in accordance with each party’s internal policies and procedures and signed by an authorized representative of each party.

- 3) Each separate agreement shall identify the academic units and personnel involved, the duration of the program or project, and the source of any funding required for the program or project. The Parties acknowledge and agree that any such program or project must be organized and administered in accordance with applicable law and the relevant policies and procedures of each Party.
- 4) As appropriate during the term of the MOU, the Parties will conduct planning and evaluation meetings to review the progress and plan for future activities and/or program offerings.
- 5) Either Party may initiate proposal for activities under this MOU.
- 6) This MOU shall remain in force for a period of one (1) year, with two (2) automatic one-year renewal periods from the Effective Date, unless either Party notifies the other Party it does not intend to renew the MOU thirty (30) days prior to the expiration of the one year term; additionally, either Party, at its discretion, may terminate this MOU during its current term by giving notice at least three (3) months in advance of the intended termination date.
- 7) If the Parties enter into additional agreements as contemplated by this MOU, and those agreements include financial obligations, the agreement will be structured in accordance with the Official Code of Georgia (O.C.G.A. Sec. 50-5-64; Attorney General Opinion 74-115) rules regarding multi-year contracts. Therefore, for that particular agreement the term will read as follows: "Parties agree that the charges payable to FE are payable from appropriations received from the General Assembly of the State of Georgia. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the services, in the sole discretion of the UNG, then the Agreement as to all services, or as the case may be, as to any service(s) included under the Agreement shall terminate. Termination will take place as of that moment; provided, however, that the UNG shall provide the FE written notice of such termination and shall be liable for amounts owed up to the date of such termination. The certification of the UNG of the events above shall be conclusive."
- 8) It is agreed that neither Party shall be responsible for the cost or expenditures incurred by the other in the conduct of the programs contemplated by this MOU, except as expressly provided in a separate agreement.
- 9) Each Party shall send communications or notices pertaining to this MOU to the other Party at the relevant address set forth below or to such other address designated by that other Party through written notice.

UNG	Center for Global Engagement Attn: Sheila Schulte University of North Georgia 82 College Circle Dahlonega, Georgia 30597 Phone: 706-867-2844 Email: sheila.schulte@ung.edu
Courtesy copy:	Office of General Counsel

	University of North Georgia 82 College Circle Dahlonega, Georgia 30597 legal@ung.edu
FE	Faculty of Education Attn: Aleksandra Mihajlović Milana Mijalkovića 14 35 000 Jagodina Serbia Phone: +381-35-8223-805 Email: aleksandra.mihajlovic@pefja.kg.ac.rs amathematica@gmail.com

- 10) Nothing in this MOU is intended or should be construed as creating the relationship of copartners, joint ventures, or a business relationship among Parties, nor shall any Party, its employees, agents, students or representatives be considered employees, agents or representatives of any other Party.
- 11) Each Party grants, for the term of this MOU, a limited, non-exclusive, royalty-free license to use its logo and name (the “Trademarks”), to the other party, solely for the promotion of this MOU and any joint programs and projects developed hereunder. Each Party agrees that each time it reproduces and/or republishes the other Party’s Trademarks it shall do so in a form identical to that provided by each Party, without alteration. Each Party agrees to use the other Party’s Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party’s name, trademarks, or other intellectual property in any manner whatsoever without prior written consent in each instance. Requests pertaining to UNG shall be emailed to the Office of University Relations at graphics@ung.edu. The Parties acknowledge by this MOU, that they acquire no right, title or interest in and to the other Party’s Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof. The use of each Party’s Trademarks may not be assigned, transferred, shared or divided in any manner by the other Party without the prior written consent in each instance.
- 12) In the event of a dispute arising out of or relating to this MOU or any agreement entered into pursuant to this MOU, the Parties will attempt to resolve the dispute in a friendly manner via mutual consultation and negotiation.
- 13) This MOU may be executed in any number of counterparts or through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS.]*

IN WITNESS WHEREOF, the individual signing below hereby represents and warrants that she/he is duly authorized to execute and deliver this MOU on behalf of her/his respective Party.

**University of Kragujevac – Faculty of
Education**

**The Board of Regents of the University
System of Georgia by and on behalf of the
University of North Georgia**

Prof. dr. Violeta Jovanović,
Dean

Dr. Chaudron Gille,
Provost